

IN THE HIGH COURT OF JUDICATURE AT MADRAS

RESERVED ON : 16.02.2018

PRONOUNCED ON : 08.03.2018

CORAM

THE HONOURABLE MR.JUSTICE T.RAVINDRAN

S.A.No.2041 of 2003

1. B.Susila
2. B.Baskar
3. B.Sekar
4. B.Sasikumar

...
Vs.

Appellants

1. V.K.Ramanathan
2. R.Jayapal
3. M.Palanichamy

...

Respondents

Prayer :- Second Appeal has been filed under Section 100 of CPC against the Judgement and Decree dated 27.08.2003 passed in A.S.No.172 of 2001 on the file of the Subordinate Court, Namakkal, confirming the Judgment and Decree dated 30.08.2001 passed in O.S.No.28 of 1999 on the file of the Additional District Munsif, Namakkal.

For Appellants : Mr.S.Vediappan
for Mr.R.Karthikeyan

For Respondent : Died (T/E)
No.1

For Respondent : No representation/No appearance
Nos.2 & 3 set exparte (vide order dt.16.2.2018)

JUDGMENT

This second appeal is directed against the Judgement and Decree dated 27.08.2003 passed in A.S.No.172 of 2001 on the file of the Subordinate Court, Namakkal, confirming the Judgment and Decree dated 30.08.2001 passed in O.S.No.28 of 1999 on the file of the Additional District Munsif, Namakkal.

2. The plaintiffs are the appellants in the second appeal and the suit has been laid by the plaintiffs for the relief of permanent injunction.

3. The plaintiffs do not claim title to the suit property as such. However, according to them, the suit property had been let out to them by the defendants 1 & 2 representing the owner of the suit property i.e. The Strict Baptist Mission Society and it is thus the case of the plaintiffs that after the demise of Balu, the husband of the first plaintiff and the father of the plaintiffs 2 to 4, who originally took the suit property on lease from the defendants 1 & 2, it is the case of the plaintiffs that they had put up the construction on the vacant site and residing thereon and also doing business by paying tax, obtaining service connection, water connection etc., and accordingly, it is the case of the plaintiffs that the lease deed executed in respect of the suit property between them and the defendants 1 & 2 was extended up to 31.03.1999 and thereafter, the defendants 1 & 2 attempted to dispossess them from the suit property and the plaintiffs also learnt that the third defendant had purchased the suit property from the owner and according to the plaintiffs, inasmuch as they had been inducted as the tenants that of the suit property and accordingly, carrying on business in the suit property as above stated and as the defendants are not entitled to disturb their possession and enjoyment and as the defendants have no title to the suit property as

such, entitling them to cause interference to their possession and enjoyment and hence, the plaintiffs have been necessitated to lay the suit for appropriate reliefs.

4. The defendants have also in the written statement admitted that the plaintiffs are in the possession and enjoyment of the suit property as the tenants and the lease period expires on 31.03.1999 and thereafter, the plaintiffs are bound to surrender the possession of the suit property to the defendants, after removing the super structure put up by them on the same and the plaintiffs cannot be allowed to squat on the suit property. Further, according to the defendants, the third defendant has acquired title to the suit property by way of purchase of the same from the Society, the owner of the suit property and hence, the plaintiffs are not entitled to remain in the suit property after the expiry of the lease period and thereafter, the plaintiffs would be only in the character of the trespassers in respect of the suit property and hence, the suit laid by the plaintiffs is liable to be dismissed.

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5. In support of the plaintiffs' case, PWs1 & 2 have been examined and Exs.A1 to A15 were marked. On the side of the defendants' DW1 has been examined and Exs.B1 to B3 were marked.

6. On a consideration of the oral and documentary evidence adduced by the respective parties and the submissions made, it is found that the Courts below were pleased to dismiss the plaintiffs' suit. Aggrieved over the same, the present second appeal has been laid.

7. The plaintiffs claim to have been inducted into the suit property by the defendants 1 & 2 as the lessees thereof. Materials placed on record would go to show that the lease arrangement entered into between the plaintiffs and the defendants 1 & 2 expired on 31.03.1999. It is not the case of the plaintiffs that thereafter, the lease arrangement was continued further so as to enable the plaintiffs to remain in the possession and enjoyment of the suit property further. Now, according to the plaintiffs, the third defendant had subsequently acquired title to the suit property by way of purchase of the same from the owner and it is thus found that even as per the case of the plaintiffs, it is only the defendants 1 & 2, who had inducted them as the lessees of the suit property and further, the third defendant has later acquired title to the suit property. Such being the position, it is found that as on date, it is only the third defendant, who has a valid title to the suit property.

8. Despite the above said accepted pleas between the parties i.e. the induction of the plaintiffs as the lessees in respect of the suit property by the defendants 1 & 2, the plaintiffs have thrown a challenge to the title of the defendants 1 & 2 in respect of the suit property and according to

them, the defendants 1 & 2 are not entitled to dispossess them from the suit property. However, as rightly found by the Courts below, when the plaintiffs are only the lessees in respect of the suit property and when their lease period had expired by 31.03.1999, thereafter, the plaintiffs cannot be allowed to remain in the possession and enjoyment of the suit property on some pretext or the other. That apart, when it is admitted by the plaintiffs that they had inducted into the suit property as the lessees by the defendants 1 & 2 and thereafter, the third defendant had acquired title to the suit property by way of Ex.B1 sale transaction, in such view of the matter, the plaintiffs could not be legally permitted to dispute the title of the defendants as such in respect of the suit property or the entitlement of the defendants to obtain the possession of the suit property from the plaintiffs. Particularly, when it is found that it is only the defendants 1 & 2, who had inducted the plaintiffs into the possession of the suit property, the plaintiffs cannot deny the status of the defendants 1 & 2 as their landlords and it is thus found that the Courts below had rightly found that the case of the plaintiffs is not inconsonance with the principles of law outlined in Section 116 of the Indian Evidence Act. As rightly determined by the Courts below, once the plaintiffs deny the title of the landlords, it is found that the plaintiffs cannot be allowed to claim the other benefits i.e. that they are entitled to claim title to the superstructure put up by them on the suit property by virtue of the provisions contained in the Madras City Tenants Protection Act. Further,

when it is seen that the denial of the plaintiffs in respect of the title of the defendants in the suit property being not legally founded and further, when there is no material placed by the plaintiffs to show that the defendants had taken steps to unlawfully evict them from the suit property and in addition to that, when the lease period entitling the plaintiffs to remain in the suit property expired by 31.03.1999 and thereafter, the landlord – tenant relationship had not been allowed to continue further, as rightly determined by the Courts below, the plaintiffs cannot be allowed to squat on the suit property forever illegally and also seek the equitable relief of permanent injunction against their landlords/owners of the suit property and it is thus found that the plaintiffs have no cause of action to institute the suit, as such, against the defendants. As rightly determined by the Courts below, when the lease arrangement entered into between the parties got determined by efflux of time on the expiry of the period contemplated therein, it is found that no notice of eviction is necessary to be issued to the plaintiffs and particularly, when the plaintiffs have also chosen to dispute the title of the defendants in respect of the suit property, it is found that the plaintiffs having no entitlement to claim the other benefits sought for by them in respect of the suit property and in such view of the matter, it is found that the Courts below had, accordingly, on an appreciation of the materials placed on record, both oral and documentary, in the right perspective, declined to grant the reliefs sought for by the plaintiffs and

rightly dismissed the suit laid by them. In such view of the matter, it is found that no interference is called for in the dismissal of the plaintiffs suit by the Courts below.

In the light of the above discussions, no substantial question of law is found to be involved in the second appeal and accordingly, the second appeal fails and is, accordingly, dismissed. No costs. Consequently, connected miscellaneous petition, if any, is closed.

Index : Yes / No
Internet : Yes / No
sms

08.03.2018

To

1. The Subordinate Court, Namakkal.
2. The Additional District Munsif, Namakkal..
3. The Section Officer, V.R.Section, High Court, Madras.

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T.RAVINDRAN, J.

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**Pre-Delivery Judgment made
in S.A.No.2041 of 2003**

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